form is tendered to the prospective policy holder who is often without technical training, and who rarely accepts it with a lawyer at his elbow. So if its language is reasonably open to two constructions, that more favorable to the insured will be adopted, *Stipcich* v. *Metropolitan Life Insurance Co.*, 277 U. S. 311, 322; *Mutual Insurance Co.* v. *Hurni*, 263 U. S. 167, 174; and unless it is obvious that the words are intended to be used in their technical connotation they will be given the meaning that common speech imports. *Neighbors* v. *Life & Casualty Ins. Co.*, 182 Ark. 356; *Tupper* v. *Massachusetts Bonding & Ins. Co.*, 156 Minn. 65; *Anderson* v. *Fidelity & Casualty Co.*, 228 N. Y. 475, 483.

We think the word "passenger" can not be restricted to the technical meaning which may be assigned to it by the law of common carriers, for it also has a common or popular meaning which would at least include the insured who, with a ticket in his possession, was riding on the steps of the train. In its usual popular significance the term, when applied to one riding a train, indicates a traveller, intending to be transported for hire or upon contract with the carrier, and distinguishes him from those employed to render service in connection with the journey. See *Wood* v. *General Accident Insurance Co. of Phila.*, 160 Fed. 926; *Travelers Insurance Co.* v. *Austin*, 116 Ga. 264; *Ward* v. *North American Accident Insurance Co.*, 182 Ill. App. 317; compare *Continental Life Ins. Co.* v. *Newman*, 219 Ala. 311; *United States Casualty Co.* v. *Ellison*, 65 Colo. 252. None of the standard dictionaries defines the term in a fashion suggesting that its meaning is to be limited in terms of the legal liability of the carrier. While for the purposes of judicial decision dictionary definitions often are not controlling, they are at least persuasive that meanings which they do not embrace are not common.

That the stipulation to be construed is one for double indemnity calls for no different conclusion. It has been argued that such a provision contemplates a risk which is comparatively slight and that therefore it should be strictly construed. It may be that the insurer assumes little additional risk; but the terms of the clause disclose an inducement to insure set forth in attractive detail.[1] The

[1] Discussion of the double indemnity provisions from the standpoint of risk and sales value may be found in Sommer, Manual of Accident and Health Insurance, 16, 84 et seq.; Hutcheson, Note on Double Indemnity Clauses, 19 Transactions, Actuarial Society of America 332.

policy contains no exceptions exempting the insurer from liability if the injury is caused by negligence of the insured, or restricting the liability to accidents occurring only after a point of safety has been reached, and the steps of a car are specifically included in the place where injury insured against may occur. Nothing in the policy gives any hint that words in this clause are used more narrowly than those in any other. The insurer has chosen the terms; and it must be held to their full measure in this clause, as in any other, whether its promise be for more or less. *London Guarantee & Accident Co. v. Ladd*, 299 Fed. 562, 564; *Cedergren v. Massachusetts Bonding & Ins. Co.*, 292 Fed. 5, 8; *Dolge v. Commercial Casualty Ins. Co.*, 211 App. Div. 112; *Stewart v. North American Acc. Ins. Co.*, 33 S. W. (2d) 1005 (Mo. App.).

Reversed.

A true copy.

Test:

Clerk, Supreme Court, U. S.